

REMARKS**Claim Rejections**

Claims 8-19 were pending and all stand rejected. Claims 16 and 18 stand rejected under §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 8-10, 16 and 18 stand rejected under §102 as anticipated by International Publication WO 99/59337 (hereinafter “Parish”). The remaining claims stand rejected under §103 citing Parish et al.

Claim Amendments

Claims 8, 10-12, 14-16, and 18 have been amended herein. Reconsideration is requested.

§112 Rejection

The Examiner rejected Claims 16 and 18 for reciting the phrase “at about the same time” as being indefinite. The term “about” has been deleted here by amendment. This is not to say that the claim now requires that the playback be exactly simultaneous at both locations, but merely that it occur at the same time, that is overlapping in time. The term “about” was intended, for instance, to cover the case where there is some transmission time between the two locations, for instance, due to an Internet link or other electronic communications. However, even in this case there would still be substantial overlap of the playback and hence it is believed that that is covered by the phrase now in Claim 16 “at the same time”. The same amendment has been made to Claim 18 thereby overcoming the rejection, without it is respectfully submitted, effectively changing the scope of the claim.

Prior Art Rejections

The Examiner rejected all claims under §102 or §103 citing Parish as the primary reference.

Claims 8 and 12

In his Response to Arguments beginning on page 10 of the Action, the Examiner stated, see second paragraph, page 11, “Arguments related volume levels or manipulation of volume of audio data are not claimed in the present claims. Arguments also state of remote control of audio levels related to the volume of the audio data but is not clearly claimed in claim 8”.

Independent Claims 8 and 12 as earlier pending stated specifically, see for instance Claim 8, “manipulating from the target location a level of the audio content as played at the source location;” (emphasis added). Apparently the Examiner did not equate the term “level of the audio content” with the “volume of the audio content”. It is respectfully submitted that as well known both in general terminology and also specifically in the field of audio technology, a “level” of audio content is the same as its “volume” or amplitude. However, merely in order to clarify Claims 8 and 12 rather than for purposes of narrowing same, Claim 8 has been amended to recite “a volume of the audio content” thereby no longer using the term “level”. A corresponding change has been made to dependent Claim 11. The same change has been made to corresponding system Claim 12 and dependent Claim 15 thereof. Therefore the claims now recite the “volume” of the audio content.

Further at page 11, third paragraph of his Action in commenting on Claims 8-15, the Examiner stated in pertinent part “Parish teaches a media editing system that allows for simultaneously viewing and listening to of media data along with a video conferencing system.... All audio data that is transmitted from one location to another is transformed through formatting changes, which is interpreted as changes in a form of level to the audio data. The claim language does not refer to the level change affecting the volume of the audio data.”

It is respectfully submitted that this characterization of Parish is technically inaccurate and also does not show that in any way Parish meets Claims 8 and 12. First, Claims 8 and 12 are here amended to recite as pointed out above, see Claim 8, that what is manipulated is “a volume of the audio content”. Also Claim 8 in its final clause now says “a volume of the transmitted spoken audio”. Similar changes have been made to Claim 12 as pointed out above. While

Parish may undertake some change in terms of “formatting” as stated by the Examiner when signals are transmitted as is inevitable, this is not at all what is recited in, for instance, Claim 8. Format is not the same as audio volume. Moreover, Claim 8 has been amended to make it clear how this manipulation takes place, see Claim 8 penultimate clause “manipulating by an operator at the target location a volume of the audio content as played to the user at the source location;”. This is supported by the specification, see paragraph 39. Hence it is clear that the manipulation is “by an operator” and is of the “volume of the audio content” and the manipulation results in a change in the “volume of the audio content as played to the user at the source”. Clearly, nothing like this takes place in Parish. Moreover, the final clause of Claim 8 has been similarly amended so now it recites “manipulating by an operator at the target location a volume of the transmitted spoken audio is played to the user at the source location...”. Again, nothing like this takes in Parish.

In rejecting Claim 8, the Examiner points to Parish page 14, lines 20-24. However this passage relates to digital to analog conversion and so clearly does not meet this part of Claim 8. The Examiner also points to Parish page 13, lines 19-24, which relates to analog to digital conversion and similarly does not meet this part of Claim 8. Claim 8 thereby distinguishes over Parish as cited by the Examiner in his rejection of Claims 8 at pages 3 and 4 of his Action and is patentable thereover. Claim 12 similarly distinguishes over Parish for at least the same reason as applied to Claim 8. Claims 9-11 and 13-15 dependent upon respectively Claims 8 and 12 are allowable for at least the same reason as are the base claims.

Dependent Claims 10, 14

Moreover, the Examiner rejected dependent Claim 10 as also anticipated by Parish. Claim 10 has been amended so that now it says “adding at least one of graphics, text, or other information to the media content during the video conferencing”. (Before, Claim 10 recited “in conjunction with the video conferencing”.) The Examiner rejected Claim 10 referring to Parish page 18, line 7-11. However, that passage of Parish clearly refers to using video email for sending instructions for offline editing. This is after the actual video conference has been

completed, hence the reference to offline editing. Instead, Claim 10 calls adding of graphics, text, etc., “during the video conferencing”. Clearly, Parish makes no disclosure of doing this “during video conferencing”, but only offline (afterwards) and hence Claim 10 distinguishes over Parish for this additional reason as does similar Claim 14.

Note that there is ample support for Claim 10, see for instance specification at paragraph 33.

Claims 16-19

The Examiner also rejected Claims 16-19 directed to the remote control of playback. In rejecting these claims, the Examiner stated in the Action at page 12, “Parish also teaches methods such as providing of annotation data and editing data by the remote or target users to the editor or source user which is interpreted as remotely editing from the target location to the source location. The edited media that is then edited based on remote manipulation provided by the target locations is then viewable simultaneously to both users at the source and target locations”. (It is understood this is intended to refer to Claims 16 and 18.) In further detail in his Action at pages 4 and 5 in rejecting Claim 16, the Examiner points to Parish page 3, lines 11-14, page 16, lines 15-20 and page 16, lines 15-20 again.

However, in no place does Parish disclose as recited in amended Claim 16 in the third clause of the body of the claim “manipulating remotely by a user at the target location the editing system at the source location to control playback of the media content at both locations at the same time;”. This reads on the specification at paragraph 10. Claim 18 has been amended essentially identically.

Clearly no such activity is disclosed in Parish and the Examiner does not even assert that it is. At page 3, lines 11-14, Parish merely refers to “remote collaboration on multimedia works” and “allows for a single copy of each of the audio and video portions of the work to be transmitted...”. At no place in Parish is there any disclosure of actual control from the remote location of what is happening at the source location. Parish page 16, lines 15-20, similarly fails to meet Claim 16 since this is merely a reference to the E-motion Creative Partner server software and the E-motion Creative Partner client software without saying what this software does. Moreover Parish says at page 16, lines 18-20 “In addition, the computer 246 receives the editing system user interface during an editing session so that the director can watch the settings

being changed by the editor as the editor makes changes.” Hence the remote location director can only watch what the editor is doing at the source location (presumably using E-motion software) and give verbal directions to the editor at the source over the telephone link; the director himself has no control over the settings or playback. Watching is not the same as the “manipulating” recited in Claims 16 and 18. Hence Parish clearly fails to disclose any remote editing or manipulation by the director and hence Parish fails to meet Claims 16 and 18 where, for instance, Claim 16 recites “manipulating remotely by a user at the target location the editing system at the source location to control playback of the media content at both locations at the same time;”. Again, essentially the same language occurs in Claim 18 which similarly distinguishes over the reference.

Claims 17 and 19 are respectively dependent upon Claims 16 and 18 and allowable for at least the same reason as the respective base claims.

CONCLUSION

Therefore it is respectfully submitted that all pending Claims 8-19 are allowable and allowance thereof is requested. If the Examiner contemplates other action, the Examiner is requested to contact the undersigned at the telephone number given below.

In the event that the transmittal letter is separated from this document and the Patent Office determines that an extension and/or other relief is required, Applicant(s) petition(s) for any required relief including extensions of time and authorizes the Assistant Commissioner to charge the cost of such petitions and/or other fees due in connection with the filing of this document to **Deposit Account No. 03-1952** referencing (new) docket no. **590282001400**.

Dated: July 21, 2006

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